

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.:	10/071,442	§	Confirmation No.:	2888
Applicant:	Blaine D. Gaither	§		
Filed:	02/06/2002	§		
TC/A.U.:	3688	§		
Examiner:	Daniel Lastra	§		
Title:	SYSTEM FOR	§		
	OFFERING SERVICES	§		
	USING NETWORK OF	§		
	UNOWNED	§		
	COMPUTERS	§		
Docket No.:	10018453-1	§		
	(HPC.0713US)	§		

**Mail Stop Appeal Brief-Patents**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**APPEAL BRIEF PURSUANT TO 37 C.F.R § 41.37**

Sir:

The final rejection of claims 1-11, 14, 17-22, 26-28, and 33-35 is hereby appealed.

**I. REAL PARTY IN INTEREST**

The real party in interest is the Hewlett-Packard Development Company, LP. The Hewlett-Packard Development Company, LP, a limited partnership established under the laws of the State of Texas and having a principal place of business at 11445 Compaq Center Drive West, Houston, TX 77070, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

## **II. RELATED APPEALS AND INTERFERENCES**

None.

## **III. STATUS OF THE CLAIMS**

Claims 1-11, 14, 17-22, 26-28, and 33-35 have been finally rejected and are the subject of this appeal.

Claims 12-13, 15-16, 23-25, and 29-32 have been cancelled.

## **IV. STATUS OF AMENDMENTS**

No amendment after the final rejection of January 14, 2010 has been submitted. Therefore, all amendments have been entered.

## **V. SUMMARY OF THE CLAIMED SUBJECT MATTER**

The following provides a concise explanation of the subject matter defined in each of the independent claims involved in the appeal, referring to the specification by page and line number and to the drawings by reference characters, as required by 37 C.F.R. § 41.37(c)(1)(v). Each element of the claims is identified by a corresponding reference to the specification and drawings where applicable. Note that the citation to passages in the specification and drawings for each claim element does not imply that the limitations from the specification and drawings should be read into the corresponding claim element. Note also that the cited passages are provided as examples, as other passages in the specification or drawings not cited may also be relevant to the corresponding claim elements.

Independent claim 1 recites a method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110), subject to said agreements, the plurality of the computers to said purchasers (Spec., p. 4, ¶ [0019], ln. 1-6); and

using (Fig. 1:130), according to the agreements, a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit, wherein using the network of the plurality of computers includes employing the retained processing resources of the computers to perform the service (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

Independent claim 6 recites a method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110), subject to said agreements, the plurality of the computers to said purchasers (Spec., p. 4, ¶ [0019], ln. 1-6); and

using (Fig. 1:130) a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5),

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use storage areas in the respective computers (Spec., p. 4, ¶ [0018], ln. 8-11),

wherein the network (Fig. 2:201) comprises a plurality of nodes including the computers (Fig. 2:200(1)-200(N)), and wherein one of the nodes is a vendor node (Fig. 2:205; Spec., p. 3, ¶ [0015], ln. 1-8; p. 5, ¶ [0025], ln. 7-9), the method further comprising:

the vendor node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding computers, and information identifying files stored in the respective retained storage areas of the corresponding computers (Spec., p. 6, ¶ [0026], ln. 1-4); and

in response to a query for a requested file, the vendor node accessing (Fig. 3:315) the list to identify one or more of the computers storing the requested file to enable retrieval of the requested file in response to the query (Spec., p. 6, ¶ [0026], ln. 4-14).

Independent claim 14 recites a method of utilizing a collective processing capability of a plurality of devices containing embedded processors, after the devices have been sold to purchasers by a vendor, the method comprising:

entering (Fig. 1:105) into an agreement between the vendor and one of the purchasers wherein, with respect to a specific one of the devices to be sold to said one of the purchasers, the vendor retains a right to use a portion of the embedded processor of said specific device after the sale thereof (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12);

conveying (Fig. 1:110) the specific device to said one of the purchasers, after entering into said agreement (Spec., p. 4, ¶ [0019], ln. 1-6);

repeating (Fig. 1:115) the previous two steps until a predetermined minimum number of said devices that are connectable to a network have been sold (Spec., p. 4, ¶ [0020], ln. 1-7); and

using (Fig. 1:130) the network to provide a service that provides the vendor with a commercial benefit, wherein providing the service includes employing the retained portions of the embedded processors of the devices in the network (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

Independent claim 21 recites a method for utilizing a collective processing capability of a plurality of computers comprising:

(a) entering (Fig. 1:105) into an agreement between a vendor of said computers and a purchaser of a corresponding one of the computers, wherein the vendor retains a right to use a processing resource of the corresponding computer after the sale thereof (Spec., p. 2, ¶ [0006], ln. 1-7; p. 4, ¶ [0017], ln. 1 - ¶ [0018], ln. 12); and

(b) conveying (Fig. 1:110) said corresponding one of the computers to said purchaser, after entering into said agreement (Spec., p. 4, ¶ [0019], ln. 1-6);

wherein steps (a) and (b) are repeated with a different said purchaser until a number of the computers that are connectable to a network have been sold; and

in response to a request of the vendor or a third party different from the vendor and the purchasers, performing a service using the retained processing resources of the computers in the network (Spec., p. 2, ¶ [0007], ln. 1 - ¶ [0008], ln. 4; p. 5, ¶ [0021], ln. 1 - ¶ [0024], ln. 5).

## VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

- A. **Claims 1-3, 9, and 28 were rejected under 35 U.S.C. § 102(b) as being anticipated by *ISP offers free PCs to subscribers* (<http://news.zdnet.co.uk/internet/0,1000000097,2070845,00.00.htm>) (ZDNet).**
- B. **Claims 4-8, 10, 11, 14, 17-22, 26, 27, and 33-35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *ISP* in view of U.S. Patent Publication No. 2002/0198929.**

## VII. ARGUMENT

The claims do not stand or fall together. Instead, Appellant presents separate arguments for various independent and dependent claims. Each of these arguments is separately argued below and presented with separate headings and sub-headings as required by 37 C.F.R. § 41.37(c)(1)(vii).

- A. **Claims 1-3, 9, and 28 were rejected under 35 U.S.C. § 102(b) as being anticipated by *ISP offers free PCs to subscribers* (<http://news.zdnet.co.uk/internet/0,1000000097,2070845,00.00.htm>) (ZDNet).**

### 1. Claims 1-3, 9.

It is respectfully submitted that claim 1 is not anticipated by ZDNet. Specifically, it is clear that ZDNet does not provide any hint of entering into a plurality of agreements, each of which is between a vendor and a different one of the purchasers of computers, where the agreements specify that the vendor **retains** a right to **use processing resources of the corresponding computers** after the sale of the computers.

ZDNet describes a service provider (ISP) that sells Internet services to subscribers, where in return to subscribers committing to use services of the ISP for three years, the subscribers are given computers for free. The provider-subscriber agreement between the ISP and each subscriber of ZDNet merely specifies that the subscriber is able to use resources of the ISP to

access the Internet. The provider-subscriber agreement between the ISP and each subscriber would not provide the ISP the right to use processing resources of corresponding computers of the purchasers after the sale of the computers, as recited in claim 1.

The Response to Arguments section of the Final Office Action characterized Appellant's arguments as stating that ZDNet does not disclose an agreement. That is not the specific arguments made by Appellant. Rather, Appellant was referring to the language in claim 1 that recites that each of the agreements specify that the vendor **retains** a right to **use processing resources of the corresponding computers** after the sale of the computers. The Response to Arguments section of the Final Office Action also stated that ZDNet "teaches an agreement between people and vendors (*i.e.*, Empire.net or freepc.com) for said people to receive free computers if said people agree to subscribe for three years to Empire.net or to receive constant on-screen ads (*see* paragraphs 1, 6)." 01/14/2010 Office Action at 15.

The on-screen advertisements mentioned in paragraph 6 of ZDNet merely involve the presentation of advertisements on a user's PC. This is not unlike banner advertisements that typically appear on web pages during a web browsing session by a user. The presentation of on-screen advertisements, as disclosed by ZDNet, does not constitute entering into agreements each of which is between a vendor and a different one of the purchasers of computers, where the agreements specify that a vendor retains a right to use processing resources of the corresponding computers after the sale of the computers.

Moreover, ZDNet does not provide any hint of employing the **retained** processing resources (**as retained by the agreements**) of the computers to perform a service that provides the vendor with a commercial benefit. The concept of employing **retained** processing resources of the computers of the purchasers is not contemplated at all in ZDNet, which merely discloses



providing a free computer to a subscriber in return for a three-year subscription of an Internet service. Also, presenting advertisements on a user's PC, as disclosed by ZDNet, does not constitute employing **retained** processing resources of the computers of the purchasers to perform a service that provides the vendor with a commercial benefit.

In view of the foregoing, it is clear that claim 1 and its dependent claims are allowable over ZDNet.

Reversal of the final rejection of the above claims is respectfully requested.

## **2. Claim 28.**

Claim 28 depends from claim 1 and is therefore allowable for at least the same reasons as claim 1. Moreover, claim 28 further recites:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to run software of the vendor using the retained processing resources of the computers, the method further comprising:

receiving a request from a requestor for the service, wherein the requestor is the vendor or a third party different from the vendor and the purchasers; and

running the software on at least one of the computers in response to the request.

With respect to claim 28, the Examiner again cited paragraphs 1 and 6 of ZDNet. 01/14/2010 Office Action at 4. Specifically, the Examiner pointed to "Empire.net," as well as "on-screen ads" mentioned in these passages of ZDNet. *Id.* Empire.net is an ISP that offers subscribers a free PC in return for subscribing to services of Empire.net. Paragraph 6 of ZDNet refers to presentation of on-screen advertisements on PCs. However, presenting on-screen advertisements as taught by ZDNet is different from receiving a request from a requestor for a service, where the requestor is the vendor or a third party different from the vendor and the purchasers, and running the software on at least one of the computers in response to the request. Presenting on-screen advertisements does not constitute running software on retained processing

resources on at least one computer in response to a request from a requestor that is the vendor or a third party different from the vendor and the purchasers.

Therefore, claim 28 is further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

**B. Claims 4-8, 10, 11, 14, 17-22, 26, 27, and 33-35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *ISP* in view of U.S. Patent Publication No. 2002/0198929.**

**1. Claim 6.**

It is respectfully submitted that the obviousness rejection of independent claim 6 is erroneous.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as held by the U.S. Supreme Court, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

With respect to claim 6, the Examiner conceded that ZDNet fails to disclose the following subject matter:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use storage areas in the respective computers,

wherein the network comprises a plurality of nodes including the computers, and wherein one of the nodes is a vendor node, the method further comprising:

the vendor node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding computers, and information

identifying files stored in the respective retained storage areas of the corresponding computers; and

in response to a query for a requested file, the vendor node accessing the list to identify one or more of the computers storing the requested file to enable retrieval of the requested file in response to the query.

01/14/2010 Office Action at 7. Instead, the Examiner argued that Jones discloses the foregoing claimed subject matter. *Id.* at 8.

The Examiner cited specifically to ¶¶ [0006] and [0017] of Jones. Paragraph [0006] of Jones refers to using peer-to-peer technology to offload demands from master servers to nearby clients that are downloading the same content for their own use. As explained in ¶ [0006] of Jones, the master server divides a large file into small pieces that are downloaded to first client machines that request a file. These client machines will then function as peer-to-peer servers. Subsequent requests from new client machines are then redirected by the master server to the client machines which already have the required file pieces.

There is no hint given in this passage of Jones of **entering into agreements to retain** a right to **use storage areas** in respective computers, or a vendor node maintaining information identifying files stored in respective **retained** storage areas of the corresponding computers.

Paragraph [0017] of Jones describes a network data processing system with a network that represents a collection of networks and gateways. However, there is no hint here of the foregoing subject matter of claim 6 discussed above.

The Response to Arguments section of the Final Office Action further pointed to ¶¶ [0006]-[0007] of Jones, which refer to the division of a large file into smaller pieces that are downloaded to client machines. However, the simple division of a large file into small pieces that are downloaded to client machines so that the client machine will function as peer-to-peer

servers, does not constitute entering into agreements to retain a right to use storage areas of respective computers.

Moreover, the Examiner did not specifically explain how Jones provides any hint of a vendor node that maintains a list of all the computers connected thereto, along with respective IP addresses for the corresponding computers, **and information identifying files stored in the respective retained storage areas of corresponding computers.** Nor does the Examiner explain how Jones discloses that the vendor node accesses the list (in response to a query for a requested file) to identify one or more of the computers storing the requested file.

The Examiner merely noted that the “master server keeps track of where said file pieces are located using TCP/IP suite protocols.” 01/14/2010 Office Action at 8. TCP/IP refers to a communications protocol in which data is separated into packets that are sent over a network. TCP/IP does not provide any features for maintaining a list of all other computers connected to a vendor node, along with respective IP addresses for corresponding computers, **and information identifying files stored in the respective retained storage areas of the corresponding computers.** TCP/IP is clearly unaware of retained storage areas in computers, since TCP/IP merely defines headers to be used for packets for carrying data.

It is also clear that the ISP-subscriber agreements discussed in ZDNet do not provide any retention of rights to use storage areas in respective computers. Nor does ZDNet provide any hint of a vendor node maintaining information identifying files stored in the respective **retained** storage areas of the corresponding computers.

Therefore, it is clear that even if ZDNet and Jones could be hypothetically combined, the hypothetical combination of reference would not have led to the subject matter of claim 6. Moreover, in view of the significant differences between the claimed subject matter in the

teachings of ZDNet and Jones, a person of ordinary skill in the art would not have been prompted to combine the teachings of the references to achieve the claimed subject matter.

Claim 6 is therefore non-obvious over ZDNet and Jones.

Reversal of the final rejection of the above claim is respectfully requested.

## **2. Claims 14, 18, 19, 21, 22, 34.**

Independent claim 14 was also rejected as purportedly obvious over ZDNet and Jones. The obviousness rejection of claim 14 is defective based on the incorrect allegation made by the Examiner that ZDNet discloses entering into an agreement between the vendor and one of the purchasers where, and with respect to a specific one of the devices to be sold to one of the purchasers, the vendor retains a right to use a portion of the embedded processor of the specific device after the sale thereof. ZDNet also provides no hint of providing a service that provides the vendor with a commercial benefit, which includes employing the **retained** portions of the **embedded processors** of the devices in the network.

Moreover, it is clear that Jones also fails to disclose or hint at the subject matter of claim 14 missing from ZDNet.

With respect to claim 14, the Examiner also conceded that ZDNet fails to disclose the following element of claim 14:

repeating the previous two steps until a predetermined minimum number of said devices that are connectable to a network have been sold; and

01/14/2010 Office Action at 5. With respect to claim 14, the Examiner argued that ¶ [0006] of Jones discloses this claimed feature. This cited passage of Jones merely refers to a master server dividing a large file into smaller pieces that are downloaded to client machines. There is absolutely no hint here of repeating the entering into an agreement step and the conveying step

**until a predetermined minimum number of the devices that are connectable to a network have been sold.** The function of dividing a file into smaller pieces provides no hint of repeating the foregoing steps of claim 14 until a determination is made that a predetermined minimum number of the devices have been sold.

In view of the foregoing, it is clear that even if ZDNet and Jones could be hypothetically combined, the hypothetical combination of ZDNet and Jones would not have led to the claimed subject matter. Moreover, no reason existed that would have prompted a person of ordinary skill in the art to combine the teachings of ZDNet and Jones to achieve the claimed subject matter, in view of the significant differences between the claimed subject matter and the teachings of ZDNet and Jones.

The obviousness rejection of claim 14 and its dependent claims is therefore clearly erroneous.

Independent claim 21 and its dependent claims are similarly allowable over ZDNet and Jones.

Reversal of the final rejection of the above claims is respectfully requested.

### **3. Claim 17.**

Claim 17 depends from claim 14 and is therefore allowable for at least the same reasons as claim 14. Moreover, claim 17 is further allowable for similar reasons as for claim 6.

Reversal of the final rejection of the above claim is respectfully requested.

### **4. Claim 20.**

Claim 20 depends from claim 14 and is therefore allowable for at least the same reasons as claim 14. Moreover, claim 20 further recites:

wherein the right to use a portion of the embedded processor of said specific one of the devices includes the right to use a predetermined amount of processor time within a fixed interval of time in the specific one of the devices to effect said service.

With respect to claim 20, the Examiner cited ¶¶ [0030]-[0031] of Jones. 01/14/2010 Office Action at 11. The Examiner conceded that ZDNet fails to disclose the foregoing subject matter of claim 20.

Paragraph [0030] of Jones states that in contributing to peer-to-peer sharing, clients are allowed to specify specific disk space limits, bandwidth limits, CPU limits, memory limits, and limits on number of users connecting. Paragraph [0031] of Jones notes that end users have an incentive to offer more resources (bandwidth, disk space, CPU, memory) towards sharing so that they receive files faster. There is no hint in these passages of Jones, or anywhere else in Jones, of a right to use a predetermined amount of processor time **within a fixed interval of time** in the specific one of the devices to effect the service.

Claim 20 is therefore further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

**5. Claims 4, 5, 7, 8, 10, 33.**

In view of the allowability of base claim 1 over ZDNet, the obviousness rejection of dependent claims over ZDNet and Jones has been overcome.

Reversal of the final rejection of the above claims is respectfully requested.

**6. Claim 11.**

In view of the allowability of base claim 1 over ZDNet, the obviousness rejection of dependent claim 11 over ZDNet and Jones has been overcome. Moreover, claim 11 is further allowable for similar reasons as for claim 20.

Reversal of the final rejection of the above claim is respectfully requested.

**7. Claim 26.**

In view of the allowability of base claim 1 over ZDNet, the obviousness rejection of dependent claim 26 over ZDNet and Jones has been overcome. Claim 26 further recites:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use secure storage areas in the computers to store data of the vendor.

With respect to claim 26, the Examiner cited ¶¶ [0030]-[0031] of Jones as purportedly disclosing the subject matter of claim 26. 01/14/2010 Office Action at 12. These passages of Jones merely indicate sharing clients with specific disk space limits, bandwidth limits, CPU limits, memory limits, and limits on number of users connecting. However, there is absolutely no hint in Jones of entering into agreements to retain a right to use **secure** storage areas in the computers to store data of the vendor.

Therefore, claim 26 is further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

**8. Claim 27.**

Claim 27 depends from claim 26 and is therefore allowable for at least the same reasons as claim 26. Moreover, claim 27 further recites:

wherein retaining the right to use the secure storage areas comprises retaining the right to use virtual environments in the computers for storing the vendor data.

With respect to claim 27, the Examiner again cited ¶¶ [0030]-[0031] of Jones, which referred to setting specific limits including disk space limits, bandwidth limits, CPU limits, memory limits, and limits on the number of users connecting. Setting limits as taught by Jones has nothing to do with retaining the right to use **virtual** environments in the computers for



storing vendor data, wherein retaining the right to use virtual environments is part of retaining the right to use the secure storage areas.

Claim 27 is therefore further allowable for the foregoing reasons.

Reversal of the final rejection of the above claim is respectfully requested.

**9. Claim 35.**

Claim 35 depends from claim 21 and is therefore allowable for at least the same reasons as claim 21. Moreover, with respect to claim 35, the hypothetical combination of ZDNet and Jones fails to disclose or hint at agreements that specify that the vendor has retained a right to use storage areas of the computers, and a node responding to a query by accessing information to determine which one or more of the computers in the network contains the requested data in respective one or more retained storage areas. The rationale regarding why ZDNet and Jones fails to disclose or hint at the subject matter of claim 35 is similar to the rationale given above with respect to claim 6.

Reversal of the final rejection of the above claim is respectfully requested.

### CONCLUSION

In view of the foregoing, reversal of all final rejections and allowance of all pending claims is respectfully requested.

Respectfully submitted,

Date: May 28, 2010

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### **VIII. APPENDIX OF APPEALED CLAIMS**

Claims 12-13, 15-16, 23-25, and 29-32 have been cancelled.

The claims on appeal are:

1           1.       A method of utilizing a collective processing capability of a plurality of  
2 computers after the computers have been sold to purchasers by a vendor, the method comprising:  
3           entering into a plurality of agreements, each of which is between the vendor and a  
4 different one of the purchasers, wherein the agreements specify that the vendor retains a right to  
5 use processing resources of the corresponding computers after the sale of the computers;  
6           conveying, subject to said agreements, the plurality of the computers to said purchasers;  
7 and  
8           using, according to the agreements, a network of the plurality of computers to provide a  
9 service that provides the vendor with a commercial benefit, wherein using the network of the  
10 plurality of computers includes employing the retained processing resources of the computers to  
11 perform the service.

1           2.       The method of claim 1, wherein each one of said plurality of agreements is  
2 entered into prior to the sale of a respective said specific one of the computers.

1           3.       The method of claim 1, wherein each agreement provides a purchasing incentive  
2 to each of the purchasers.

1           4.       The method of claim 1, wherein, in response to a query generated by a first one of  
2 the computers and received by a second one of the computers, using the processing resource of  
3 the second one of the computers to send data from the second one of the computers to the first  
4 one of the computers, wherein the processing resource of the second one of the computers used  
5 is the processing resource retained by a corresponding one of the agreements.

1           5.       The method of claim 4, wherein said data comprises an Internet web page.

1           6.       A method of utilizing a collective processing capability of a plurality of  
2 computers after the computers have been sold to purchasers by a vendor, the method comprising:  
3           entering into a plurality of agreements, each of which is between the vendor and a  
4 different one of the purchasers, wherein the agreements specify that the vendor retains a right to  
5 use processing resources of the corresponding computers after the sale of the computers;  
6           conveying, subject to said agreements, the plurality of the computers to said purchasers;  
7 and  
8           using a network of the plurality of computers to provide a service that provides the  
9 vendor with a commercial benefit,  
10          wherein entering into the plurality of agreements further comprises entering into the  
11 plurality of agreements to retain a right to use storage areas in the respective computers,  
12          wherein the network comprises a plurality of nodes including the computers, and wherein  
13 one of the nodes is a vendor node, the method further comprising:  
14          the vendor node maintaining a list of all of the computers connected thereto, along with  
15 respective IP addresses for the corresponding computers, and information identifying files stored  
16 in the respective retained storage areas of the corresponding computers; and  
17          in response to a query for a requested file, the vendor node accessing the list to identify  
18 one or more of the computers storing the requested file to enable retrieval of the requested file in  
19 response to the query.

1           7.       The method of claim 1, wherein the network comprises a plurality of peers, each  
2 of which includes a corresponding one of the computers, the method further comprising:  
3           configuring each of the peers in the network as a servent that acts as both a client and a  
4 server to distribute data between the peers in response to a query generated by one of the peers.

1           8.       The method of claim 7, further comprising:  
2           distributing said query between successive said peers until the query is received by one of  
3 the peers having access to said data; and  
4           distributing said data between successive said peers until the data is received by said one  
5 of the peers that generated the query.

1           9.       The method of claim 1, wherein said network includes said computers used by  
2 entities not in privity with the vendor.

1           10.      The method of claim 1, wherein retaining the right to use said processing  
2 resources comprises retaining the right to use low-priority processor cycles of the corresponding  
3 computers to effect said service.

1           11.      The method of claim 1, wherein retaining the right to use said processing  
2 resources comprises retaining the right to use a predetermined amount of processor time within a  
3 fixed interval of time in each of the computers to effect said service.

1           14.      A method of utilizing a collective processing capability of a plurality of devices  
2 containing embedded processors, after the devices have been sold to purchasers by a vendor, the  
3 method comprising:

4           entering into an agreement between the vendor and one of the purchasers wherein, with  
5 respect to a specific one of the devices to be sold to said one of the purchasers, the vendor retains  
6 a right to use a portion of the embedded processor of said specific device after the sale thereof;  
7           conveying the specific device to said one of the purchasers, after entering into said  
8 agreement;

9           repeating the previous two steps until a predetermined minimum number of said devices  
10 that are connectable to a network have been sold; and

11          using the network to provide a service that provides the vendor with a commercial  
12 benefit, wherein providing the service includes employing the retained portions of the embedded  
13 processors of the devices in the network.

1           17.      The method of claim 14, wherein entering into the agreements further comprises  
2 entering into the agreements to retain a right to use storage areas of the devices, wherein the  
3 network comprises a plurality of nodes including the devices, and wherein one of the nodes is a  
4 vendor node, the method further comprising:

5 the vendor node maintaining a list of all of the devices connected thereto, along with  
6 respective IP addresses for the corresponding devices, and information identifying files stored in  
7 the respective retained storage areas of the corresponding devices; and

8 in response to a query for a requested file, the vendor node accessing the list to identify  
9 one or more of the devices storing the requested file to enable retrieval of the requested file in  
10 response to the query.

1 18. The method of claim 14, wherein the network comprises a plurality of peers, each  
2 of which includes one of the devices, the method further comprising:

3 configuring each of the peers in the network as a servent that acts as both a client and a  
4 server to distribute data between the peers in response to a query generated by one of the peers.

1 19. The method of claim 14, wherein the right to use a portion of the embedded  
2 processor of said specific one of the devices includes the right to use low-priority processor  
3 cycles of the specific one of the devices to effect said service.

1 20. The method of claim 14, wherein the right to use a portion of the embedded  
2 processor of said specific one of the devices includes the right to use a predetermined amount of  
3 processor time within a fixed interval of time in the specific one of the devices to effect said  
4 service.

1 21. A method for utilizing a collective processing capability of a plurality of  
2 computers comprising:

3 (a) entering into an agreement between a vendor of said computers and a purchaser of a  
4 corresponding one of the computers, wherein the vendor retains a right to use a processing  
5 resource of the corresponding computer after the sale thereof; and

6 (b) conveying said corresponding one of the computers to said purchaser, after entering  
7 into said agreement;

8 wherein steps (a) and (b) are repeated with a different said purchaser until a number of  
9 the computers that are connectable to a network have been sold; and

10           in response to a request of the vendor or a third party different from the vendor and the  
11 purchasers, performing a service using the retained processing resources of the computers in the  
12 network.

1           22.     The method of claim 21, further comprising using the network to provide a  
2 service by the vendor.

1           26.     The method of claim 1, wherein entering into the plurality of agreements further  
2 comprises entering into the plurality of agreements to retain a right to use secure storage areas in  
3 the computers to store data of the vendor.

1           27.     The method of claim 26, wherein retaining the right to use the secure storage  
2 areas comprises retaining the right to use virtual environments in the computers for storing the  
3 vendor data.

1           28.     The method of claim 1, wherein entering into the plurality of agreements further  
2 comprises entering into the plurality of agreements to run software of the vendor using the  
3 retained processing resources of the computers, the method further comprising:  
4           receiving a request from a requestor for the service, wherein the requestor is the vendor  
5 or a third party different from the vendor and the purchasers; and  
6           running the software on at least one of the computers in response to the request.

1           33.     The method of claim 1, wherein employing the retained processing resources of  
2 the computers is to perform the service in response to a request of the vendor or a third party  
3 different from the vendor and the purchasers.

1           34.     The method of claim 14, wherein employing the retained portions of the  
2 embedded processors of the devices is to perform the service in response to a request of the  
3 vendor or a third party different from the vendor and the purchasers.

1           35.     The method of claim 21, wherein the agreements further specify that the vendor  
2     has retained a right to use storage areas of the plurality of computers, the method further  
3     comprising:

4                 a node associated with the vendor receiving a query for requested data;  
5                 the node responding to the query by accessing information to determine which one or  
6     more of the computers in the network contains the requested data in respective one or more  
7     retained storage areas; and  
8                 the node providing information to allow retrieval of the requested data.



**IX. EVIDENCE APPENDIX**

None.

**X.     RELATED PROCEEDINGS APPENDIX**

None.